

**PUGET SOUND ENERGY
Electric Tariff G**

**SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)**

- 2.4 Aggregation of Loads. Any Power Supplier may provide Supplied Power, under one or more Buy/Sell Supply Contracts, for more than one Location and for more than one Schedule 448 Customer. The terms and billing arrangements for any such aggregation of Loads shall be specified in the Schedule 448 Service Agreement(s). Customers who have aggregated Loads for the purpose of power supply may aggregate Loads for purposes of determining charges for Imbalance Energy (C)
- 2.5 Distribution Losses. Customer shall financially compensate PSE for an amount of Energy sufficient to provide for distribution losses from the Customer's Distribution Point(s) of Delivery. Distribution losses shall be determined by multiplying the product of the hourly Customer Metered Energy and the Distribution Loss Factor by the Company's Load Aggregation Point price as defined by Scheduled 4R of the OATT. (C)
- 2.6 Retail Load Following Service. Deviations between Customer Metered Energy and Transmission Customer Base Schedule as defined in the OATT over a single hour shall be accounted for and treated as Imbalance Energy. Charges or credits for such Imbalance Energy will be as specified in Schedule 4R of the OATT. Customers shall have the right to aggregate their Loads and Supplied Power for purposes of determining the hourly Imbalance Energy. Company has no obligation to provide excess Energy required for Retail Load Following Service using its own generation resources, but shall make commercially reasonable efforts to obtain in the market such excess Energy. (C)
- 2.7 Supplier Failure to Deliver. If a Power Supplier does not deliver Supplied Power as scheduled, the Company shall make reasonable efforts to give Customer notice of such non-delivery within four (4) hours after the hour in which such non-delivery began. Company has no obligation to replace such Energy using its own generation resources, but shall make commercially reasonable efforts to obtain in the market replacement Energy for such delivery failure. Any difference between Customer Metered Energy and the Supplied Power over a single hour as a result of failure to deliver will be subject to the Imbalance Energy charge using the Load Aggregation Point price under the OATT. (C)
- 2.8 Remarketing of Purchased Power. Customer may arrange with its Power Suppliers suitable arrangements for remarketing of Supplied Power in excess of that needed to serve Load. (C)

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SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)

2.9 Power Supply Taxes. The charges to Customer for Supplied Power will be grossed up for applicable taxes.

3. SELF-GENERATION:

3.1 Self-generation. Nothing in this Schedule shall prohibit Customer from constructing and relying upon self-generation to supplement or replace Customer Metered Energy at a Location. The Company shall not impose any penalty on or discourage such Customer from, or otherwise discriminate against such Customer for constructing or relying on self-generation. Specifically, upon reasonable prior written notice to the Company specifying nameplate rating and proposed date of initial operation, Customer may install self-generation to meet all or part of its power requirements. If Customer intends to operate such facility in synchronism with the Company's electric system, the Company shall offer to interconnect and back-up the self-generation facility under a separate agreement that includes the rates, terms and conditions generally applicable to such service under the Company's Electric Tariff, Schedule 80 and 458. Notwithstanding any provision of such tariff, the charge for back-up Energy as a result of failure of such self-generation will be as provided in Section 3.2 of Schedule 458. Any interconnection or operation of self-generation in parallel with the Company's system shall only be pursuant to a separate, prior-written Interconnection And Parallel Operating Agreement between Customer and Company. Customer is responsible for ensuring that any self-generation meets and complies with all applicable legal requirements and nothing in the Schedule shall be interpreted as changing the application of environmental laws, Energy facilities siting requirements, OATT provisions regarding system upgrades, or regulatory approvals. If Customer constructs and relies upon self-generation as described in this Section, then Customer shall be subject to applicable charges for Back-up Distribution Service under Schedule 458.

3.2 Back-up Energy for Self-generation. If Customer's self-generation fails to operate as scheduled, Company has no obligation to replace such Energy using its own generation resources, but shall make commercially reasonable efforts to obtain in the market replacement Energy for such failure. Any difference between Customer Metered Energy and Supplied Power as a result of failure to deliver will be subject to the Imbalance Energy charge using the Load Aggregation Point price under Schedule 4R of the OATT

(C)
(C)

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SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)

3.3 Delivery of Self-generation. If self-generation is not at the Location of the Load it is serving, Customer must specify such generation in its Schedule 448 Service Agreement and pursuant to the OATT. Delivery on the Distribution System shall be provided for in the Schedule 448 Service Agreement attached to this Schedule. (C) (T)

3.4 Remarketing of Self-generation. Subject to applicable legal requirements, a Schedule 449 Customer may arrange with its Power Supplier(s), or other purchasers, suitable arrangements for remarketing of self-generation. If Customer operates its self-generation so that it is producing more power than needed to serve Load, or to meet any scheduled deliveries to any entity other than the Company from such generation, the Company will either purchase or remarket such excess power, subject to the OATT and any applicable legal and operational requirements. The Company will credit Customer for any such power that is purchased or remarketed at the Imbalance Energy rate or such other rates as the Company and Customer may mutually agree consistent with applicable legal and operational requirements. Energy that is purchased or remarketed under this section shall not be subject to transmission or distribution charges for use of the Company's electric system, unless the Company determines pursuant to a system impact study that such purchase or remarketing will require system Upgrades, in which case applicable charges, including charges for such system impact study, shall be determined pursuant to the OATT. (N) (C)

3.5 Termination of Service Due to Self-generation. Customer may terminate service under this Schedule because it has installed self-generation, and will not be subject to Distribution Stranded Costs, except for remaining costs for Dedicated Facilities identified in the Schedule 448 Service Agreement so long as that Customer takes Backup Distribution Service from the Company, and such Backup Distribution Service includes an appropriate allocation of distribution costs. Nothing in this Schedule alters the rights of Customer or the Company to argue that Customer is or is not obligated to pay other Distribution Stranded Costs if it terminates service during or after the Term.

4. TRANSMISSION SERVICE:

4.1 Transmission Service. The Company shall purchase for Customer transmission service and Ancillary Services pursuant to the OATT. To the extent permitted under the OATT, Customer may arrange to have the Company acquire required Ancillary Services from Power Suppliers or from self-generation, and the Company shall facilitate the delivery of such services.

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SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)

4.2 Successor Tariffs. In the event that the Company transfers control of its transmission facilities to a Regional Transmission Organization, Customer shall take service under the rate schedules of such successor organization for the use of the Company's Transmission System.

5. DISTRIBUTION SERVICE:

5.1 Service Quality Standards and Distribution System Connection. The Company shall be obligated to maintain its Distribution System consistent with applicable standards, including service quality standards, required by the Commission. Each Customer, regardless of the voltage at which its distribution service is provided, shall be deemed to be connected to the Distribution System during the Term of its Schedule 448 Service Agreement. Except as otherwise provided in this Schedule, distribution service shall be provided under the terms and conditions set forth in the Company's Electric Tariff Schedule 80.

5.2 Service Voltages. Unless otherwise specified in the Schedule 448 Service Agreement, high voltage service is defined as three-phase delivery voltage of at least 100 kV. Primary voltage service is defined for purposes of this Schedule as three-phase delivery voltage of at least 600 Volts but less than 100 kV. (C)

5.3 Customer's Facilities. Customer is responsible for procuring, installing and maintaining all necessary wiring, transformers, switches, cut-outs and protection equipment beyond the Distribution Point(s) of Delivery, and such service facilities and equipment shall be of types and characteristics reasonably acceptable to the Company. The entire service installation, protection coordination, and the balance of the load between phases shall be subject to approval by the Company, which shall not be unreasonably refused.

5.4 Dedicated Facilities. Any Dedicated Facilities owned by the Company and dedicated to use by Customer shall be specified in the Schedule 448 Service Agreement and covered by a separate equipment lease or agreement. Charges to Customer associated with Dedicated Facilities, over and above the charges specified in the Rates and Charges section of this Schedule, shall be recovered as Direct Assignment Costs as specified in the Schedule 448 Service Agreement.

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**SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)**

6. SCHEDULING AND COORDINATION:

- 6.1 Buy/Sell Supply Contract Scheduling. The Company shall schedule Supplied Power made available under the Buy/Sell Supply Contracts arranged by a Customer to meet the estimated Load at Customer's Location. If a Power Supplier does not deliver power as scheduled under a Buy/Sell Supply Contract, the Company shall make reasonable efforts to give Customer notice of such non-delivery within four (4) hours after the hour in which such non-delivery began. (D) (T)
- 6.2 Transfer of Load Control. The Company shall make a good faith effort to accommodate, upon Customer's advance written notice and at Customer's expense, the necessary arrangements between Customer and a third party for metering and communication facilities to allow the third party to remove Customer's Load and self-generation from the Company's control area through dynamic scheduling. The respective rights and obligations between the Company and Customer with respect to any arrangements for such dynamic scheduling shall be set forth in the Schedule 448 Service Agreement or other written agreement between the Company and Customer. (D) (T)

7. METERING AND BILLING:

- 7.1 Metering. Load served under this Schedule shall be separately metered by meters capable of measuring and recording kW Demands (and kVAR demands) on a fifteen (15) or thirty (30) minute integrated basis and measuring Energy on a kWh basis. Metering equipment shall be furnished, installed, read, maintained and owned by the Company. At the request of Customer, the Company shall transmit, or cause to be transmitted, to Customer or its Scheduling Agent information concerning electric power delivered at any Location, subject to payment by Customer for any additional costs incurred to provide such information. Customer may install a meter or metering equipment at its own expense.

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**SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)**

7.2 Monthly Billing. The Company will bill Customer each Month for distribution service and any other applicable charges under this Schedule. The Company will also bill Customer (either in the same bill or separately) for transmission and Ancillary Services taken pursuant to the OATT, such billings to be in accordance with the OATT. Customer may have its Power Supplier pay the Company all or part of Customer's Transmission Charge and Ancillary Service Charges. (T)

8. SCHEDULE 448 SERVICE AGREEMENT:

8.1 Execution of Schedule 448 Service Agreement. Customer shall execute a Schedule 448 Service Agreement with the Company prior to the initiation of its service under this Schedule. Any Customer taking service under this Schedule assumes all risks and consequences of variability in power prices and availability of Energy for delivery by the Power Supplier to the Transmission Points of Receipt.

8.2 General Rules and Provisions. Service under this Schedule and Schedule 448 Service Agreements are subject to the General Rules and Provisions in the Company's Electric Tariff G, Schedule 80, as they may be modified from time to time and other schedules of Tariff G that may from time to time apply as they may be modified from time to time. Except as provided in Section 13 of this Schedule, Customers shall have all rights of redress before the Commission that are normally accorded the Company's retail Customers regarding these general tariff provisions.

8.3 Facility Shut-Down. Upon written notification by the Customer to the Company that the facilities at a Location have been permanently shut down and have ceased all operations, Customer shall have the right to terminate service under the Schedule 448 Service Agreement as to such Location, effective at the end of the first full calendar month following the Company's receipt of written notice of such shut-down, subject to payment of any remaining costs for Dedicated facilities identified in the Schedule 448 Service Agreement and subject to payment of any amounts owed under the OATT. Any then-existing rights and obligations of the Company under any Buy/Sell Supply Contract for Customer shall be assigned or liquidated as provided in Section 12.3 of this Schedule.

8.4 Successor and Assigns. Unless otherwise provided in this Schedule, each Schedule 448 Service Agreement shall be binding up and shall inure to the benefit of the Company and Customer and their respective successors, assigns, purchasers, and transferees.

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SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)

8.5 Confidentiality. The Company and Customer shall each use reasonable efforts to not disclose to third parties (other than the Power Supplier) any information or documents furnished by the Company or Customer to the other that are confidential or proprietary to the furnishing party, if and to the extent that such information and documents are conspicuously marked as confidential or proprietary when furnished. The foregoing provisions of this section shall not apply to (A) any information or documents which are in the public domain, known to the receiving party prior to receipt from the other party, or acquired from a third party without a requirement of protection; (B) any use or disclosure required by any law, rule, regulation, order or other requirement of any governmental authority having jurisdiction; (C) any disclosure to the Commission with a request for confidential treatment pursuant to WAC 480-07-160; (D) any disclosure to FERC with a request for confidential treatment; or (E) any use that is necessary to carry out each party's respective obligations under this Schedule but that is inconsistent with the obligations set forth above in this section. All other information and documents furnished under this Schedule shall be furnished on a nonconfidential basis. (T)

9. RATES AND CHARGES:

9.1 Description of Charges. The rate paid by Customer to the Company for each Month during the Term shall equal the sum of the following components for such Month: (T)

Monthly Rate:

Component	Primary Voltage	High Voltage
Energy	Provided by Power Supplier pursuant to separate agreement	Provided by Power Supplier pursuant to separate agreement
Imbalance Energy	Imbalance Energy under the OATT	Imbalance Energy under the OATT

(D) (N)
 | (N)
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 (D)

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SCHEDULE 448
POWER SUPPLIER CHOICE

(Continued)

Monthly Rate (Continued):

Distribution Losses	Pursuant to Section 2.5 of this Schedule	Pursuant to Section 2.5 of this Schedule	(D) (N)
Retail Load Following Service	Pursuant to Schedule 4R of the OATT	Pursuant to Schedule 4R of the OATT	
Transmission Losses	Pursuant to the OATT	Pursuant to the OATT	 (N)
Distribution Service ^(a)	\$1.298 / kVa Month	\$0.120 Credit / kVa Month	 (D) (T)
Customer Charge	\$995.00 / Month per metered Customer site	\$995.00 / Month per metered Customer site	
Ancillary Services Charge	Pursuant to the OATT	Pursuant to the OATT	(T) (T)
Transmission Charge	Pursuant to the OATT	Pursuant to the OATT	(C)
Electric Conservation Service Rider ^(b)	See Schedule 120 of this tariff for rate	See Schedule 120 of this tariff for rate	(C) (T)
Low Income Program ^(b)	See Schedule 129 of this tariff	See Schedule 129 of this tariff	(T)

^(a) In addition to the Distribution Service charge, Customer will be subject to charges for Dedicated Facilities as specified in the Schedule 448 Service Agreement. Rate is subject to change in response to the Federal Energy Regulatory Commission's Order in Docket No. ER12-778. (D) (T)

^(b) As such rider or charge may be modified from time to time pursuant to modifications to Schedule 120 or Schedule 129, as appropriate. (T)

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3rd Revision of Sheet No. 448-J
Canceling 2nd Revision
of Sheet No. 448-j

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PUGET SOUND ENERGY
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SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)

10. STRANDED COSTS:

- 10.1 Power Supply Stranded Costs. A Customer under this Schedule will not be obligated to pay any additional charge for power (i.e., Energy or capacity or both) supply stranded costs as a condition of service under this Schedule. (D)
- 10.2 Transmission Stranded Costs. A Customer under this Schedule will not be obligated to pay transmission stranded costs. However, Customer is subject to all Transmission Charges as required under the Company's OATT and Customer's Schedule 448 Service Agreement. (D)

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SCHEDULE 448

POWER SUPPLIER CHOICE (Continued)

10.3 Distribution Stranded Costs. A Customer that terminates service under this Schedule during or after the Term will be liable for remaining costs for Dedicated Facilities identified in the Schedule 448 Service Agreement. Nothing in Schedule 448 alters the rights of the Company and Customer to argue that a Customer who terminates service during or after a Term is or is not obligated to pay Distribution Stranded Costs, other than the remaining costs for Dedicated Facilities identified in the Schedule 448 Service Agreement. Customer may terminate service, including transmission service pursuant to Section 3.5 of this Schedule, because it has installed self-generation, and will not be subject to Distribution Stranded Costs, except for remaining costs for Dedicated Facilities identified in the Schedule 448 Service Agreement so long as that Customer takes Back-up Distribution Service from the Company, pursuant to Schedule 458.

11. DISPUTE RESOLUTION:

11.1 Prior to commencing any complaint or court proceedings regarding any dispute between Company and Customer arising under this schedule, (i) the Company and Customer shall each make good faith efforts to resolve such dispute pursuant to alternative dispute resolution (ADR) procedures consistent with WAC 480-07-700 through -750 and (ii) pursuant to the foregoing, the Company and Customer shall make use of ADR procedures to the maximum extent practicable in resolving such dispute. (T)

12. TERM AND COMMENCEMENT OF SERVICE:

12.1 Term. The initial Term of service under this Schedule shall be a minimum of five years or, at the option of Customer, a longer period as specified in the Schedule 448 Service Agreement. The Term of any Buy/Sell Supply Contract shall be negotiated by Customer and Power Supplier as provided in Section 2.1 of this Schedule. Service under this Schedule and the Schedule 448 Service Agreement will be renewed for a minimum of five year Terms after the initial Term so long as Customer remains attached to the Company's Transmission or Distribution System. Nothing in this Schedule alters the rights of Company and Customer to argue that Customer may or may not bypass the Company's Transmission System or Distribution System at the end of a term or may terminate service as provided in Section 10.3 of this Schedule.

12.2 Conditions to Commencement of Service. Service to Customer shall not commence unless and until all of the following conditions have been satisfied to the reasonable satisfaction of the Company.

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SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)

12.2.1 metering has been installed as specified in this Schedule or the Schedule 448 Service Agreement;

12.2.2 the Company shall have entered into one or more Buy/Sell Supply Contracts with one or more Power Suppliers in accordance with the terms of this Schedule; and (T)

12.2.3 Customer and the Company shall have each duly executed and delivered a Schedule 448 Service Agreement in substantially the form attached to this Schedule;

12.2.4 Customer shall have performed and complied with all the terms and conditions of this Schedule and the Stipulation to be complied with and performed by Customer at or before the commencement of service as provided in this Schedule.

12.3 Assignment or Liquidation of Buy/Sell Supply Contracts Upon Termination of Term. Upon any termination of the Term of a Customer's Schedule 448 Service Agreement pursuant to the section entitled "Facility Shut-Down", any then existing rights and obligations of the Company under any Buy/Sell Supply Contract for such Customer shall at the Company's option be (i) assigned to and assumed by such Customer or (ii) liquidated by the Company by comparing

(A) the Power Supply Charge that would be incurred by the Company under such Buy/Sell Supply Contract during its then remaining Term, to

(B) the cost that would be incurred to purchase quantities of power equivalent to those available under such Buy/Sell Supply Contract during its then remaining Term, based on prices either quoted by a bona fide third-party offer or which are reasonably expected would be available in the market under a replacement contract for such then remaining Term for the transaction quantities under such contract.

Upon any such liquidation, Customer shall pay to the Company any net amount by which the costs of item (A) above exceed the value of item (B) above, or, the Company shall reimburse Customer any net amount by which the costs of item (A) above are less than item (B) above.

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SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)

14. DEFINITIONS

14.1 Certain terms are defined in the text of this Schedule. In addition, terms that appear with their initial letters capitalized and are not otherwise defined shall have the meanings ascribed to such terms in Schedule 80 or, if defined below, shall have the following meanings for purposes of Schedule 448 unless the context otherwise requires:

“Ancillary Services” means those services specified by Section 1.2 and 3 of the OATT. (N)

“Ancillary Services Charges” means for any Month the amounts, in dollars, equal to the actual charges incurred for such Month in the delivery of Ancillary Services to Customer by the Company (i) under the Company's OATT or (ii) if ownership or control of regional transmission becomes centralized in a single entity, then under that entity's OATT instead.

“Back-up Distribution Service” means distribution service to Customers under Schedule 458 to Customers whose electrical Energy and/or capacity service is met in whole or in part by self-generation.

“Buy/Sell Supply Contract” means any Buy/Sell Supply Contract as described in Sections 2.1 and 2.2 of this Schedule.

“Buy/Sell Transaction” means a wholesale transaction and a retail transaction (or alternatively a single, three-party transaction) pursuant to which (i) Company, pursuant to Buy/Sell Supply Contracts as described in Sections 2.1 and 2.2 of this Schedule, purchases and accepts Supplied Power at wholesale from a Power Supplier at the prices, duration and terms negotiated by a Schedule 448 Customer, and (ii) sells and delivers Supplied Power as a bundled retail service to that Schedule 448 Customer pursuant to the terms and conditions of this Schedule.

“Commission” means the Washington Utilities and Transportation Commission.

“Company” means Puget Sound Energy. (T)

“Contract Demand” means an amount of capacity, as specified in Customer's Schedule 448 Service Agreement, sufficient to meet the maximum Demand at a Location.

“Core Customer” has the meaning set forth in Section 4.3.1 of the Stipulation.

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**SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)**

“**Customer**” or “**Schedule 448 Customer**” means any retail Customer that satisfies the eligibility criteria of this Schedule and enters into a Schedule 448 Service Agreement under this Schedule.

“**Customer Metered Energy**” means the metered hourly quantities of Energy delivered by Company to a Customer for a Location from all sources (other than self-generation as described in Section 3 of this Schedule). (C)

“**Dedicated Facilities**” means (1) existing facilities identified as direct assignment or leased facilities in the Schedule 448 Service Agreement of Customer and Company under Schedule 48 or the Special Contract; and (2) any new facilities built or upgraded specifically to serve Customer and identified as Dedicated Facilities in an amendment to the Schedule 448 Service Agreement.

“**Direct Assignment Costs**” are costs associated with Dedicated Facilities that have been or are constructed (or caused to be constructed) by PSE for the sole use and benefit of a particular Customer requesting service under this Tariff, the costs of which may be directly assigned to the Customer. Direct Assignment Costs shall be those costs for the Dedicated Facilities as specified in the Service Agreement that governs service to the Customer. (D)
(D)

“**Distribution Loss Factor**” means the applicable distribution loss factor, which is 0.0 percent for high voltage service (100kV and above); and 1.5 percent for primary voltage service (600 Volts or above but below 100 kV). (N)
|
(N)

“**Distribution Point(s) of Delivery**” means that location or locations on the Customer’s Location where the Company’s circuit and Customer’s system are interconnected.

“**Distribution Stranded Costs**” has the meaning set forth in Section 10.3 of this Schedule.

“**Distribution System**” means facilities operated or controlled by the Company for the purpose of delivering Energy that are subject to the jurisdiction of the Commission.

“**Energy**” means electric Energy, measured in kilowatt-hours (kWh).

“**FERC**” means the Federal Energy Regulatory Commission. (C)

“**Imbalance Energy**” has the same meaning as Imbalance Energy in the OATT (C)
|
(C)

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SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)

“**kVa Month**” means: for Primary service under this Schedule, the highest Demand established over a fifteen (15) minute period; for high voltage service under this Schedule, the highest average thirty (30) minute demand recorded during the month.

(D)

“**Load**” means the amount of Customer Metered Energy and Demand at a Location.

“**Location**” means a Customer facility (whether owned or leased) where service was taken under Schedule 48 or a Special Contract. Location also includes any new and newly acquired facilities and Loads, within a ten mile radius of any Location of Customer, that exceed 5.0 aMW on an annual basis. For purposes of service under this Schedule, the Location for a Customer shall be as specified in Customer's Schedule 448 Service Agreement. Any new Location as provided in this Schedule will be added to the Schedule 448 Service Agreement. A Customer may historically have taken service under Schedule 48 or a Special Contract for some Loads at a facility, but may have received service as a Core Customer for other Loads at the facility, served by a separate meter, or for other facilities owned by such Customer. For such Customers, Loads that have historically been served through a separate meter under rate schedules applicable to Core Customers shall remain on such rate schedules, notwithstanding other provisions of this Schedule.

(D)

“**Network Operating Agreement**” means the operating agreement required to be executed by any Customer requesting network transmission service under the OATT.

(T)

(D)

(D)

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**SCHEDULE 448
POWER SUPPLIER CHOICE (Continued)**

“**Supplied Power**” means, for any hour, the amount of Energy (expressed in MWh) scheduled and delivered by the Power Supplier to the Company for a Location.

“**Term**” has the meaning set forth in Section 12.1 of this Schedule.

“**Transmission Charge**” means for any Month the amounts, in dollars, equal to the actual charges incurred for such Month in the delivery of Customer Metered Energy to Customer by the Company (i) under the Company’s OATT or (ii) if ownership or control of regional transmission becomes centralized in a single entity, then under that entity’s OATT instead.

“**Transmission Point(s) of Receipt**” unless otherwise specified in network service agreements, means the point on the Transmission System at the Rocky Reach hydroelectric project where the Company has the right to receive Energy or any other point on the Company’s electric system as specified in the Schedule 448 Service Agreement. If ownership or control of regional transmission becomes centralized in a single entity, then Transmission Points of Receipt on the transmission system shall be determined, instead, in accordance with that Entity’s OATT. (N)

“**Transmission System**” means facilities operated or controlled by the Company for the purpose of delivering electric Energy that are subject to the jurisdiction of the Federal Energy Regulatory Commission.

“**Upgrades**” means modifications or additions to distribution facilities that are integrated with and support the Company’s overall Distribution System and Transmission System for the general benefit of all users of the Company’s Distribution System.

“**Utility Factor**” means, for any Month, a fraction equal to the following:

$$1 / (1 - (\text{Utility Tax} + \text{WUTC Fee}))$$

Where “Utility Tax” means a decimal fraction equal to the Washington State utility tax as then in effect and payable by the Company for such Month; and “WUTC Fee” means a decimal fraction equal to the fee imposed by the WUTC and then in effect and payable by the Company for such Month. (As of the effective date of this Schedule, the “Utility Factor” equals 1.0425.)

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SCHEDULE 449
RETAIL WHEELING SERVICE (Continued)

- 2.2 Aggregation of Loads. Any Power Supplier may provide Supplied Power, under one or more power supply contracts, for more than one Location and for more than one Customer. Additional terms and billing arrangements that may be necessary to implement such aggregation of Loads shall be specified in the Schedule 449 Service Agreement(s). Customers who have aggregated Loads for the purpose of power supply may aggregate Loads for purposes of determining charges for Imbalance Service. (C)
- 2.3 Distribution Losses. Customers shall financially compensate PSE for an amount of Energy sufficient to provide for distribution losses to the Customer's Distribution Point(s) of Delivery. Distribution losses shall be determined by multiplying the product of the hourly Customer Metered Energy and the Distribution Loss Factor by the Company's Load Aggregation Point price as defined by Schedule 4R of the OATT. (C)
- 2.4 Retail Load Following Service. Deviations between Customer Metered Energy and Transmission Customer Base Schedule as defined in the OATT over a single hour shall be accounted for and treated as Imbalance Energy. Charges or credits for such Imbalance Energy will be as specified in Schedule 4R of the OATT. Customers who have aggregated their Loads for the purpose of power supply shall have the right to aggregate their Loads and Supplied Power for purposes of determining the hourly charges for Retail Load Following Service. The Company has no obligation to provide excess Energy required for Retail Load Following Service using its own generation resources, but shall make commercially reasonable efforts to obtain in the market such excess Energy. (C)
- 2.5 Supplier Failure to Deliver. If a Power Supplier does not deliver Supplied Power as scheduled, the Company shall make reasonable efforts to give Customer notice of such non-delivery within four (4) hours after the hour in which such non-delivery began. Company has no obligation to replace such Energy using its own generation resources, but shall make commercially reasonable efforts to obtain in the market replacement Energy for such delivery failure. Any difference between Customer Metered Energy and Supplied Power over a single hour as a result of a failure to deliver will be subject to the Imbalance Energy charge using the Load Aggregation Point price under the OATT. (C)

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complies with all applicable legal requirements and nothing in this Schedule shall be interpreted as changing the application of environmental laws, energy facilities siting requirements, OATT provisions regarding system upgrades, or regulatory requirements. If Customer constructs and relies upon self-generation as described in this Section, then Customer shall be subject to applicable charges for Back-Up Distribution Service under Schedule 459.

3.2 Back-up Energy for Self-generation. If Customer's self-generation fails to operate as scheduled, Company has no obligation to replace such Energy using its own generation resources, but shall make commercially reasonable efforts to obtain in the market replacement Energy for such failure. Any difference between Customer Metered Energy and the Supplied Power over a single hour as a result of failure of a Customer's self-generation to operate as scheduled will be subject to the Imbalance Energy charge using the Load Aggregation Point price under Schedule 4R of the OATT. (C) | (C)

3.3 Delivery of Self-generation. If self-generation is not at the Location of the Load it is serving, Customer must specify such generation in its Schedule 449 Service Agreement and pursuant to the OATT. Delivery on the Distribution System shall be provided for in the Schedule 449 Service Agreement to this Schedule. (C) | (T)

3.4 Remarketing of Self-generation. Subject to applicable legal requirements, a Schedule 449 Customer may arrange with its Power Supplier(s), or other purchasers, suitable arrangements for remarketing of self-generation. If Customer operates its self-generation so that it is producing more power than needed to serve Load, or to meet any scheduled deliveries to any entity other than the Company from such generation, the Company will purchase or remarket such excess power, subject to the OATT any applicable legal and operational requirements. The Company will credit Customer for any such power that is purchased or remarketed at the Imbalance Energy Rate or such other rates as the Company and Customer may mutually agree consistent with applicable legal or operational requirements. Energy that is purchased or remarketed under this Section shall not be subject to transmission or distribution charges for use of the Company's electric system, unless the Company determines pursuant to a system impact study that such purchase or remarketing will require system Upgrades, in which case applicable charges, including charges for such system impact study, shall be determined pursuant to the OATT. (N) | (N)

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5. DISTRIBUTION SERVICE:

5.1 Service Quality Standards and Distribution System Connection. The Company shall be obligated to maintain its Distribution System consistent with applicable standards, including service quality standards, required by the Commission. Each Customer, regardless of the voltage at which its distribution service is provided, shall be deemed to be connected to the Distribution System during the Term of its Schedule 449 Service Agreement. Except as otherwise provided in this Schedule, distribution service shall be provided under the terms and conditions set forth in the Company's Electric Tariff Schedule 80. Distribution service under this Schedule shall be provided on a non-discriminatory basis, which is comparable to the distribution service used by the Company to serve its Core Customers.

5.2 Service Voltages. Unless otherwise specified in the Schedule 449 Service Agreement, high voltage service is defined as three-phase delivery voltage of at least 100 kV. Primary voltage service is defined for purposes of this Schedule as three-phase delivery voltage of at least 600 Volts but less than 100 kV. (C)
(C)

5.3 Customer's Facilities. Customer is responsible for procuring, installing and maintaining all necessary wiring, transformers, switches, cut-outs and protection equipment beyond the Distribution Point(s) of Delivery, and such service facilities and equipment shall be of types and characteristics reasonably acceptable to the Company. The entire service installation, protection coordination, and the balance of the load between phases shall be subject to approval by the Company, which shall not be unreasonably refused.

5.4 Dedicated Facilities. Any Dedicated Facilities owned by the Company and dedicated to use by Customer shall be specified in the Schedule 449 Service Agreement and covered by a separate equipment lease or agreement. Charges to Customer associated with Dedicated Facilities, over and above the charges specified in the Rates and Charges section of this Schedule, shall be recovered as Direct Assignment Costs as specified in the Schedule 449 Service Agreement.

(K) Transferred to Sheet No. 449-F

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6. SCHEDULING AND COORDINATION: (M)

6.1 Scheduling by Customer or Scheduling Agent. Customer shall follow all applicable WECC power scheduling and interchange procedures, including but not limited to the WECC General Scheduling Provisions. Unless otherwise specified in the Schedule 449 Service Agreement, Customer shall submit schedules for delivery of power to Company in accordance with the scheduling terms of the OATT and the Network Operating Agreement. Such schedules must provide for delivery of power sufficient to meet the estimated Loads of Customer. Customer may choose to have scheduling provided by its Power Supplier or another third party. Such Scheduling Agent shall be designated by written notice to the Company. (T)

6.2 Scheduling by Company. The Company shall provide scheduling on the Company-owned system within the Company control area. (T)

7. TRANSFER OF LOAD CONTROL:

7.1 The Company shall make a good faith effort to accommodate, upon Customer's advance written notice and at Customer's expense, the necessary arrangements between Customer and a third party for metering and communication facilities to allow the third party to remove Customer's Load, including any self-generation from the Company's control area through dynamic scheduling. The respective rights and obligations between the Company and Customer with respect to any arrangements for such dynamic scheduling shall be set forth in the Schedule 449 Service Agreement or other written agreement between the Company and Customer. A Customer who elects to transfer its Load to another control area through dynamic scheduling will not be subject to Energy imbalances with the Company and will thus not incur Retail Load Following Charges. However, if the dynamic scheduling fails so that the Company does provide Load following to a dynamically scheduled Customer, then such Customer will pay for such service at the rates specified for Imbalance Energy unless a different remedy is provided in an agreement for dynamic scheduling service between the Company, Customer, and the control area operator who provides dynamic scheduling. (N)

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8. METERING AND BILLING:

8.1 Metering. Load served under this Schedule shall be separately metered by meters capable of measuring and recording kW Demands (and kVAR demands) on a fifteen (15) or thirty (30) minute integrated basis and measuring Energy on a kWh basis. Metering equipment shall be furnished, installed, read, maintained and owned by the Company. At the request of Customer, the Company shall transmit, or cause to be transmitted, to Customer or its Scheduling Agent or Power Supplier information concerning electric power delivered at any Location, subject to payment by Customer for any additional costs incurred to provide such information. Customer may install a meter or metering equipment at its own expense.

8.2 Monthly Billing. The Company will bill Customer each Month for distribution service and any other applicable charges under this Schedule. The Company will also bill Customer (either in the same bill or separately) for transmission and Ancillary Services taken pursuant to the OATT, such billings to be in accordance with the OATT. However, Customer may have its Power Supplier pay the Company all or part of Customer's Transmission Charge and Ancillary Services Charges. (T)

9. SCHEDULE 449 SERVICE AGREEMENT:

9.1 Execution of Schedule 449 Service Agreement. Customer shall execute a Schedule 449 Service Agreement with the Company prior to the initiation of its service under this Schedule, attached as Exhibit B. Any Customer taking service under this Schedule assumes all risks and consequences of variability in power prices and availability of Energy for delivery by the Power Supplier to the Points of Receipt.

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- 9.2 General Rules and Provisions. Service under this Schedule and Schedule 449 Service Agreements are subject to the General Rules and Provisions in the Company's Electric Tariff G Schedule 80, as they may be modified from time to time and other schedules of Tariff G that may from time to time apply as they may be modified from time to time. Except as provided in Section 14 of the Schedule, Customers shall have all rights of redress before the Commission that are normally accorded the Company's retail Customers regarding these general tariff provisions.
- 9.3 Facility Shut-Down. Upon written notice from the Customer to the Company that the facilities at a Location have been permanently shut down and have ceased all operation, Customer shall have the right to terminate service under the Schedule 449 Service Agreement as to such Location, effective at the end of the first full calendar month following the Company's receipt of written notice of such shut-down, subject to payment of any remaining costs for Dedicated Facilities identified in the Schedule 449 Service Agreement and subject to payment of any amounts owed under the OATT.
- 9.4 Successors and Assigns. Each Schedule 449 Service Agreement shall be binding upon and shall inure to the benefit of the Company and Customer and their respective successors, assigns, purchasers, and transferees.
- 9.5 Confidentiality. The Company and Customer shall each use reasonable efforts to not disclose to third parties (other than the Power Supplier) any information or documents furnished by the Company or Customer to the other that are confidential or proprietary to the furnishing party, if and to the extent that such information and documents are conspicuously marked as confidential or proprietary when furnished. The foregoing provisions of this section shall not apply to (A) any information or documents which are in the public domain, known to the receiving party prior to receipt from the other party, or acquired from a third party without a requirement of protection; (B) any use or disclosure required by any law, rule, regulation, order or other requirement of any governmental authority having jurisdiction; (C) any disclosure to the Commission with a request for confidential treatment pursuant to WAC 480-07-160; (D) any disclosure to FERC with a request for confidential treatment; or (E) any use that is necessary to carry out each party's respective obligations under this Schedule but that is inconsistent with the obligations set forth above in this section. All other information and documents furnished under this Schedule shall be furnished on a non-confidential basis. (T)

10. RATES AND CHARGES:

- 10.1 Description of Charges. The rate paid by Customer to the Company for each Month during the Term shall equal the sum of the following components for such month. (T)

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Monthly Rate:

Component	Primary Voltage	High Voltage
Energy	Provided by Power Supplier pursuant to separate arrangement.	Provided by Power Supplier pursuant to separate arrangement.
Imbalance Energy	Imbalance Energy under the OATT	Imbalance Energy under the OATT
Distribution Losses	Pursuant to Section 2.3 of this Schedule	Pursuant to Section 2.3 of this Schedule
Retail Load Following Service	Imbalance Energy under the OATT	Imbalance Energy under the OATT
Transmission Losses	Pursuant to the OATT	Pursuant to the OATT
Distribution Service ^(a)	\$1.298 / kVa Month	\$0.120 Credit / kVa Month
Customer Charge	\$995.00 / Month per metered Customer site	\$995.00 / Month per metered Customer site
Electric Conservation Service Rider ^(b)	See Schedule 120 of this tariff for rate	See Schedule 120 of this tariff for rate
Low Income Program ^(b)	See Schedule 129 of this tariff	See Schedule 129 of this tariff
Ancillary Service Charges	Pursuant to the OATT	Pursuant to the OATT
Transmission Service	Pursuant to the OATT	Pursuant to the OATT

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(M) (T)

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| (T)

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(a) In addition to the Distribution Service charge, Customer will be subject to charges for Dedicated Facilities as specified in the Schedule 449 Service Agreement. Rate is subject to change in response to the Federal Energy Regulatory Commission's Order in Docket No. ER12-778.

(b) As such rider or charge may be modified from time to time pursuant to modifications to Schedule 120 or Schedule 129, as appropriate.

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11. **STRANDED COSTS:** (D)
- 11.1 Power Supply Stranded Costs. A Customer under this Schedule will not be obligated to pay any additional charge for power (i.e., Energy or capacity or both) supply stranded costs as a condition of service under this Schedule. (K)
- 11.2 Transmission Stranded Costs. A Customer under this Schedule will not be obligated to pay transmission stranded costs. However, Customer is subject to all Transmission Charges as required under the OATT and Customer's Schedule 449 Service Agreement. (K) (C) (D)
- 11.3 Distribution Stranded Costs. A Customer that terminates service under this Schedule during or after the Term will be liable for remaining costs for Dedicated Facilities identified in the Schedule 449 Service Agreement. Nothing in this Schedule alters the rights of the Company and Customer to argue that a Customer who terminates service during or after a Term is not obligated to pay Distribution Stranded Costs, other than the remaining costs for Dedicated Facilities identified in the Schedule 449 Service Agreement. Customer may terminate service, including transmission service pursuant to Section 4 of this Schedule, because it has installed self-generation, and will not be subject to Distribution Stranded Costs, except for remaining costs for Dedicated Facilities identified in the Schedule 449 Service Agreement so long as that Customer takes Back-up Distribution Service from the Company pursuant to Schedule 459. (D)
12. **DISPUTE RESOLUTION:** (M)
- 12.1 Prior to commencing any complaint or court proceedings regarding any dispute between Company and Customer arising under this Schedule, (i) the Company and Customer shall each make good faith efforts to resolve such dispute pursuant to alternative dispute resolution (ADR) procedures consistent with WAC 480-07-700 through -750 and (ii) pursuant to the foregoing, the Company and Customer shall make use of ADR procedures to the maximum extent practicable in resolving such dispute. (T) (M)

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13. TERM AND COMMENCEMENT OF SERVICE:

13.1 Term. The initial Term of service under this Schedule shall be a minimum of five years or, at the option of Customer, a longer period as specified in the Schedule 449 Service Agreement. Service will be renewed for a minimum of five year terms thereafter so long as Customer remains attached to the Company's Transmission or Distribution System. Nothing in this Schedule alters the rights of Company and Customer to argue that Customer may or may not bypass the Company Transmission System or Distribution System at the end of a term or may terminate service as provided in Section 11.3 of this Schedule.

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(K)

Notwithstanding the Term of the Schedule 449 Service Agreement, upon ninety (90) days written notice, a Customer may terminate its Schedule 449 Service Agreement and begin taking service pursuant to Schedule 448, or may terminate service as provided in Section 11.3 of this Schedule.

13.2 Conditions to Commencement of Service. Service to Customer shall not commence unless and until all of the following conditions have been satisfied to the reasonable satisfaction of the Company:

13.2.1 metering has been installed as specified in this Schedule or the Schedule 449 Service Agreement;

13.2.2 Customer and the Company shall have each duly executed and delivered a Schedule 449 Service Agreement in substantially the form attached to this Schedule; and

(T)

13.2.3 Customer shall have performed and complied with all the terms and conditions of this Schedule and the Stipulation to be complied with and performed by Customer at or before the commencement of service as provided in this Schedule.

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15. DEFINITIONS:

15.1 Certain terms are defined in the text of this Schedule. In addition, terms that appear with their initial letters capitalized and are not otherwise defined shall have the meanings ascribed to such terms in Schedule 80 or, if defined below, shall have the following meanings for purposes of Schedule 449 unless the context otherwise requires:

“Ancillary Services” means those services specified by Section 1.2 and 3 of the OATT. (N) (T)

“Ancillary Services Charges” means for any Month the amounts, in dollars, equal to the actual charges incurred for such Month in the delivery of Ancillary Services to Customer by the Company (i) under the Company's OATT or (ii) if ownership or control of regional transmission becomes centralized in a single entity, then under that entity's OATT instead.

“Back-up Distribution Service” means distribution service provided under Schedule 459 to Customers whose electrical Energy and/or capacity service is met in whole or in part by self-generation.

“Commission” means the Washington Utilities and Transportation Commission.

“Company” means Puget Sound Energy. (T)

“Core Customer” has the meaning set forth in Section 4.3.1 of the Stipulation.

“Customer” or **“Schedule 449 Customer”** means any retail Customer that satisfies the eligibility criteria of this Schedule and enters into a Schedule 449 Service Agreement.

“Customer Metered Energy” means the metered hourly quantities of Energy delivered by Company to a Customer for a Location from all sources (other than self-generation at the Location of the Load). (C)

“Dedicated Facilities” means (1) existing facilities identified as direct assignment or leased facilities in the Schedule 449 Service Agreement of Customer and Company under Schedule 48 or the Special Contract; and (2) any new facilities built or upgraded specifically to serve Customer and identified as Dedicated Facilities in an amendment to the Schedule 449 Service Agreement.

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“**Direct Assignment Costs**” are costs associated with Dedicated Facilities that have been or are constructed (or caused to be constructed) by PSE for the sole use and benefit of a particular Customer requesting service under this Tariff, the costs of which may be directly assigned to the Customer. Direct Assignment Costs shall be those costs for the Dedicated Facilities as specified in the Service Agreement that governs service to the Customer. (D) (D)

“**Distribution Loss Factor**” means the applicable distribution loss factor, which is 0.0 percent for high voltage service (100kV and above); and 1.5 percent for primary voltage service (600 Volts or above but below 100kV) (N) | (N)

“**Distribution Point(s) of Delivery**” means that location or locations on the Customer’s Location where the Company’s circuit and Customer’s system are interconnected.

“**Distribution Stranded Costs**” has the meaning set forth in Section 11.3 of this Schedule.

“**Distribution System**” means facilities operated or controlled by the Company for the purpose of delivering Energy that are subject to the jurisdiction of the Commission. (D) |

“**Energy**” means electric Energy, measured in kilowatt-hours (kWh). |

“**FERC**” means the Federal Energy Regulatory Commission. |

“**Imbalance Energy**” has the same meaning as Imbalance Energy in the OATT (C) |

(D)

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“**kVa Month**” means, for Primary service under this Schedule, the highest Demand established over a fifteen (15) minute period; for high voltage service under this Schedule, the highest average thirty (30) minute demand recorded during the month.

“**Load**” means the amount of Customer Metered Energy and Demand at a Location.

“**Location**” means a Customer facility (whether owned or leased) where service was taken under Schedule 48 or a Special Contract. Location also includes any new and newly acquired facilities and Loads, within a ten mile radius of any Location of Customer, that exceed 5.0 aMW on an annual basis. For purposes of service under this Schedule, the Location for a Customer shall be as specified in Customer’s Schedule 449 Service Agreement. Any new Location as provided in this Schedule will be added to the Schedule 449 Service Agreement. A Customer may historically have taken service under Schedule 48 or a Special Contract for some Loads at a facility, but may have received service as a Core Customer for other Loads at the facility, served by a separate meter, or for other facilities owned by such Customer. For such Customers, Loads that have historically been served through a separate meter under rate schedules applicable to Core Customers shall remain on such rate schedules, notwithstanding other provisions of this Schedule.

“**Network Operating Agreement**” means the operating agreement required to be executed by any Customer requesting network transmission service under the OATT. (D) (T)
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(D)

“**Non-core Customer**” has the meaning set forth in Section 14.1 of this Schedule.

“**Open Access Transmission Tariff**” or “**OATT**” means the open access transmission tariff on file with the Federal Energy Regulatory Commission (as it may be amended from time to time) of the Company or any Regional Transmission Entity.

“**Power Supplier**” means any public or private entity authorized under applicable law to sell Supplied Power and may include power marketers, merchant plants, other Schedule 448 or 449 Customers or their affiliates.

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“Transmission Point(s) of Receipt” unless otherwise specified in network service agreements, (N) means the point on the Transmission System at the Rocky Reach hydroelectric project where the Company has the right to receive Energy or any other point on the Company’s electric system as specified in the Schedule 449 Service Agreement. If ownership or control of regional transmission becomes centralized in a single entity, then Transmission Points of Receipt on the transmission system shall be determined, instead, in accordance with that entity’s OATT.

“Transmission System” means facilities operated or controlled by the Company for the purpose of delivering electric Energy that are subject to the jurisdiction of the Federal Energy Regulatory Commission.

“Upgrades” means modifications or additions to the distribution facilities that are integrated with and support the Company’s overall Distribution System and Transmission System for the general benefit of all users of the Company’s Distribution System.

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